

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

CALIFORNIA BANK & TRUST, as)	
assignee of the Federal Deposit)	NO. CV-12-0161-LRS
Insurance Corporation, as)	
receiver for Vineyard Bank, a)	
California banking corporation,)	ORDER RE PENDING MOTIONS
)	
Plaintiff,)	
)	
-vs-)	
)	
SHILO INN, MOSES LAKE, INC., a)	
Washington corporation; MOSES)	
LAKE FOOD MART, INC., a)	
Washington corporation; and)	
KOHLI INVESTMENT, INC., d/b/a)	
Sunval Express, a Washington)	
corporation,)	
)	
Defendants.)	
)	

BEFORE THE COURT is Plaintiff California Bank & Trust's ("CB&T") Motion for Partial Summary Judgment for Judicial Foreclosure (ECF No. 92), filed November 14, 2014; CB&T's Motion for Summary Judgment on Counterclaims (ECF No. 98), filed November 14, 2014; Defendant Shilo Inn, Moses Lake, Inc.'s ("Shilo") Motion For Leave to File Supplemental Brief in Support of Opposition to Plaintiff's Summary Judgment Motions (ECF No. 132); and Defendant Shilo's Motion to Extend Expert Report Deadline (ECF

1 No. 108). The Court held a telephonic oral argument on January 7, 2015.
2 At the close of oral argument, the Court took the motions under
3 advisement and set a further briefing for Plaintiff only to respond to
4 Defendant Shilo Inn's late filed supplemental brief. All briefing is now
5 in and has been considered by the Court.

6 **I. CB&T's Motion for Partial Summary Judgment** (ECF No. 92)

7 **A. Introduction**

8
9 CB&T has moved for partial summary judgment on its third cause of
10 action for judicial foreclosure of CB&T's liens and security interests
11 against Shilo and Kohli Investment, Inc. (collectively "Defendants" or
12 "Shilo"), and for a judgment for the deficiency against Shilo after
13 completion of the foreclosure sale. CB&T asserts that this case is based
14 on undisputed facts, namely, that Shilo is obligated to CB&T on a loan
15 made in October 2005 (the "Loan"). The Loan is secured by, among other
16 things, a leasehold deed of trust against nonresidential real property
17 located in Moses Lake, Washington (the "Hotel") and a UCC Financing
18 Statement. Shilo has failed to meet its obligations to CB&T and is in
19 default under the Loan Documents. CB&T has obtained relief from the
20 automatic stay to pursue this action to judgment, and may proceed to sale
21 since Shilo failed to confirm a plan of reorganization in the California
22 Bankruptcy matter by November 6, 2014. Pursuant to applicable federal
23 rules, foreclosure laws, and the terms of the deed of trust, CB&T seeks
24 an order granting partial summary judgment for judicial foreclosure for
25 real and personal property, and for judgment in the amount of the
26

1 deficiency after a sale. CB&T concludes judicial foreclosure is the
2 requested and appropriate relief under the undisputed facts of this case.

3 **B. Undisputed Facts¹**

4 **1. Subject Loan Transactions**

5 On or about October 18, 2005, Vineyard provided financing to Shilo
6 in the original principal amount of \$3,000,000, the Loan. The Loan is
7 evidenced, in part, by the several documents (collectively with the First
8 Amendment and Second Amendment, the "Loan Documents").² CB&T acquired
9 the Loan in or about September 2009, by agreement with the FDIC, as
10 receiver for Vineyard. An Assignment of Deed of Trust was recorded March
11 20, 2012 in the official records of Grant County as instrument number
12 1297979.
13

14 Shilo defaulted on the Note and Deed of Trust in or about September
15 2009 by failing to make the monthly payments due under the Loan
16 Documents. In November 2010, Shilo and CB&T entered into a First
17 Amendment to Deed of Trust, Promissory Note, and Other Loan Documents,
18 dated November 4, 2010, which was recorded November 17, 2010, in the
19

20 ¹The following undisputed facts are gleaned from the Declaration of
21 Eric Venture, ECF No. 144, filed on January 9, 2015.

22 ²1) A Promissory Note, dated October 18, 2005, executed by Shilo,
23 payable to Vineyard, in the original principal amount of \$3,000,000, as
24 amended from time to time (the "Note"); 2) a Deed of Trust for the Hotel,
25 dated October 18, 2005, made by Shilo for the benefit of Vineyard,
26 recorded on November 1, 2005, in the Official Records of Grant County,
Washington, as instrument number 1179692 ("Deed of Trust"); 3) a Business
Loan Agreement, dated October 18, 2005, made and executed between Shilo
and Vineyard, as amended from time to time; and 4) a Commercial Security
Agreement, dated October 18, 2005, made and executed between Shilo and
Vineyard, as amended from time to time.

1 Official Records of Grant County, Washington, as instrument number
2 1278966 ("First Amendment"). Under the terms of the First Amendment, the
3 Loan was cross-defaulted with six loans made to the other Shilo Borrowers
4 (collectively, the Shilo Loans") and a personal line of credit previously
5 made to Mark Hemstreet ("Hemstreet Loan"). Shilo also agreed to grant
6 CB&T a security interest in the Property to secure the Hemstreet Loan.
7 Each of the other Shilo Borrowers and Hemstreet entered into a separate
8 first amendment of their respective loan on terms similar to those set
9 forth in the First Amendment (collectively, the "First Amendments").
10

11 Shilo defaulted under the First Amendment by failing to make the
12 monthly payments due beginning on December 1, 2010. In addition, Shilo
13 failed to execute a second priority deed of trust to secure the Hemstreet
14 Loan as required by the First Amendment.

15 In June 2011, Shilo and CB&T executed the Forbearance and Second
16 Amendment to Deed of Trust and Other Loan Documents (dated as of June 30,
17 2011), which was recorded on August 25, 2011 through the Memorandum of
18 Forbearance Agreement and Second Amendment to Deed of Trust, Promissory
19 Note and Other Loan Documents in the Official Records, Grant County,
20 Washington as instrument number 1290148 ("Second Amendment"). Each of
21 the other Shilo Borrowers and Hemstreet also entered into a second
22 amendment of their respective loan on terms similar to those set forth
23 in the Second Amendment (collectively, the "Second Amendments").
24

25 By late 2011, Shilo was again in default on the Second Amendment.
26 The defaults under the Second Amendment included the following: a)

1 failure to pay the monthly interest only payments on the Loan due
2 beginning November 1, 2011; b) failure of the other Shilo Borrowers and
3 Hemstreet to pay monthly interest payments on their respective loans; c)
4 failure to deliver Monthly Sales Reports; d) failure to satisfy the Post
5 Closing Obligations required by Section 2(c) of the Second Amendment; and
6 e) failure to comply with the provisions of Section 2(d)(ii)(A) requiring
7 the entry of at least two Purchase Agreements by September 30, 2011.

8 On or about November 10, 2011, CB&T, through its counsel, sent a
9 letter to Shilo providing notice of the above-referenced defaults. Shilo
10 failed to cure both the monetary and non-monetary defaults. Additional
11 defaults under the Loan occurred when the Shilo Borrowers failed to
12 comply with Section 2(d)(ii)(B) requiring the Shilo Borrowers to have
13 entered into purchase agreements for four properties, and Section
14 2(d)(iv)(A) requiring the closing of at least two sales by December 31,
15 2011.
16

17 On March 30, 2012, CB&T commenced this action seeking judicial
18 foreclosure, appointment of a receiver, and the accounting and turnover
19 of receipts. In its first verified Amended Complaint filed April 6,
20 2012, CB&T sought the appointment of a receiver and imposition of an
21 injunction to enforce the provisions of the Deed of Trust as amended and
22 modified and to preserve revenues arising therefrom. The injunctive
23 relief sought asked that Shilo and all persons acting in concert be
24 enjoined from collecting, discounting, or in any way taking actions which
25 would divert funds or interfere with the rights and duties of the
26

1 receiver which CB&T requested in its Amended Complaint. Additional
2 relief was asked in the form of an accounting and turnover of receipts
3 together with judicial foreclosure of CB&T's lien and security interests
4 as well as a judgment for deficiencies, attorney fees and costs. As the
5 borrower's financial position continued to deteriorate, Shilo became part
6 of the bankruptcy proceeding referenced above which resulted in the
7 imposition of a stay in this Court on November 19, 2012. The stay
8 remained in place until approximately mid August of 2014 as a result of
9 the California bankruptcy proceedings.

10
11 On June 7, 2012 this Court, by Stipulation of the parties, ordered
12 that CB&T provide "accurate reinstatement figures" to Shilo by June 14,
13 2012. The Court also ordered that Shilo make full payment of the amount
14 provided by June 28, 2012, otherwise a receiver would be immediately
15 appointed. ECF No. 34. This Court's order specifically adopted the
16 findings of fact and conclusions of law in the cases consolidated under
17 California Bank & Trust Shilo Inn, Seaside East, LLC, et al., Case No.
18 3:12-CV-00506-HZ (the "Oregon District Court Cases"). On or about June
19 28, 2012, Shilo made the payment to CB&T, with the exception of
20 outstanding attorneys' fees and expenses, thereby avoiding the
21 appointment of a receiver in this case.

22
23 Shilo, though, did not cure the non-monetary defaults under the
24 Moses Lake Loan and neither the Shilo Borrowers nor Hemstreet cured the
25 monetary defaults under the Hemstreet Loan.

26 On June 15, 2012, CB&T sent letters reminding the Shilo Borrowers

1 and Hemstreet that additional defaults would occur if they did not
2 satisfy the monetary and non-monetary obligations in the Second
3 Amendments by the expiration of the forbearance period on June 30, 2012.
4 At the same time, CB&T proposed that Hemstreet enter into a stipulation
5 with CB&T similar to the payment orders entered by the District Courts
6 whereby Hemstreet would pay the outstanding amounts owed on the Hemstreet
7 Loan, with the exception of outstanding attorneys' fees and expenses.
8 The forbearance period provided for under the Second Amendments expired
9 on June 30, 2012, at which time the additional defaults occurred,
10 including executed purchase agreements for five properties, Section
11 2(d)(iv)(B) and (C) requiring the Shilo Borrowers to have closed all five
12 sales, and Section 2(d)(v) requiring the proceeds of the sales to be
13 applied to the amounts due.
14

15 After Shilo failed to cure the defaults by the expiration of the
16 Forbearance Period, CB&T exercised its rights to accelerate the balance
17 owed on the Loan. Prior to acceleration, the Loan was set to mature on
18 December 31, 2013.

19 On July 10, 2012, CB&T, through its counsel, sent another letter to
20 the Shilo Borrowers and Hemstreet notifying them of the existing defaults
21 on the Loan, the other Shilo Loans and the Hemstreet Loan. On October
22 10, 2012, CB&T filed its Supplemental Verified Complaint and Supplemental
23 First Amended Verified Complaint to assert the additional defaults.

24 On or about January 28, 2013, the Shilo Borrowers, Hemstreet and
25 CB&T entered into a Settlement and Release Agreement ("Settlement
26

1 Agreement"). Under the Settlement Agreement, the Shilo Borrowers and
2 Hemstreet were to make a payment of \$21,000,000 by April 30, 2013. The
3 Shilo Borrowers and Hemstreet failed to make the settlement payment. As
4 part of the Settlement Agreement, which was CB&T's third and last attempt
5 to work out Shilo's defaults under the Loan, CB&T agreed to forbear from
6 foreclosing on its deed of trust and to accept a discounted payoff of the
7 Loan if Shilo made the discounted payoff on or before April 30, 2013, the
8 Loan Payoff Date. The release of claims against CB&T set forth in the
9 Settlement Agreement was a significant part of the consideration for
10 CB&T's willingness to enter into the Settlement Agreement.
11

12 On May 2, 2013, Shilo filed a Notice of Automatic Stay under
13 11 U.S.C. § 362 based on the filed chapter 11 petition in the United
14 States Bankruptcy Court on May 1, 2013 (the "Bankruptcy Case").³ Since
15 the bankruptcy filing, Shilo has made Court-ordered monthly adequate
16 protection payments to CB&T equal to approximately 5% per annum of the
17 principal balance due. However, Shilo has failed to cure the various
18 non-monetary and monetary defaults described above. After acceleration
19 of the Loan, Shilo failed to pay all amounts due and owing. Even if the
20 Loan had not been accelerated, the Loan would be due and owing in full,
21 as it would have matured by its own terms on December 31, 2013.
22

23 On May 17, 2013, this Court entered an Order staying all activity
24 in this case with a direction that counsel advise the Court at such time
25

26 ³The Bankruptcy Case is being administered under case number
2:13-bk-21601-VZ.

1 as the stay is lifted.

2 On August 11, 2014 this Court lifted the stay based on the parties'
3 Stipulation, whereby Shilo expressly waived any right to a hearing
4 concerning the lifting of the stay. ECF Nos. 70, 71. This Court further
5 ordered the parties to proceed to address the issues relating to
6 foreclosure as permitted by the Bankruptcy Court Order⁴ entered on May
7 21, 2014 in the United States Bankruptcy Court, Central District of
8 California-Los Angeles Division.

9 CB&T has performed all conditions and obligations on its part under
10 the Loan Documents, including the First Amendment and Second Amendment.

11 **2. Moses Lake Indebtedness** (Based on the Ventura⁵ Declaration)

12 As of October 1, 2014, the amount owing on the Loan is \$3,677,304.11
13 ("Moses Lake Indebtedness"), which consists of principal in the amount
14 of \$2,834,599.49, interest in the amount of \$126,375.92, deferred
15 interest at the contract rate in the amount of \$245,171.68, default
16 interest in the amount of \$123,620.12 (to May 1, 2013), deferred legal
17 fees in the amount of \$27,246.50, deferred late charges in the amount of
18 \$3,562.93, attorneys' fees in the amount of \$230,507.22 and other
19
20

21
22 ⁴ORDER GRANTING MOTION FOR RELIEF FROM THE AUTOMATIC STAY UNDER
23 11 U.S.C. § 362 (REAL PROPERTY), signed by the Honorable Vincent P.
24 Zurzolo. The Order allowed CB&T to enforce its remedies to foreclose upon
25 and obtain possession of the Property in accordance with applicable
non-bankruptcy law, so long as the sale did not take place prior to
November 7, 2014 and so long as an order confirming a plan of
reorganization for Shilo had not been entered by November 6, 2014.

26 ⁵Eric Ventura is a Vice-President of CB&T with access to all bank
records pertaining to the subject loans. ECF No. 144 at 1.

1 expenses in the amount of \$86,220.25. Interest will continue to accrue
2 at the rate of \$393.69 per day. The details of the Moses Lake
3 Indebtedness is attached to the Ventura Declaration. ECF No. 94-13.
4 CB&T intends to move for a deficiency judgment in an amount to be
5 established after completion of the requested foreclosure sale.

6 **II. Shilo's Opposition to CB&T's Motion for Partial Summary Judgment**

7
8 On December 26, 2014, in a belated filing near the eve of the day
9 of argument on CB&T's Motion For Partial Summary Judgment, Shilo filed
10 supplemental briefing raising for the first time claims that its loan had
11 been "reinstated" by virtue of Shilo's having paid in excess of
12 \$1,400,000.00 towards the debt obligations it owed. Shilo had also filed
13 counterclaims against CB&T on November 7, 2014 essentially complaining
14 that Shilo had become the victim of an overzealous bank which had not
15 acted in good faith or in accord with binding California law and
16 practice.

17 Shilo maintains that there exist provisions under California law for
18 the protection of the borrower, such as the right to reinstate a loan
19 secured by real property pursuant to California Civil Code § 2924c.
20 While acknowledging numerous ongoing and continuing defaults under its
21 loan obligations, Shilo argues that on June 14, 2012, CB&T's legal
22 counsel sent an e-mail to Shilo Inn's counsel with an attachment:
23 "TOTAL AMOUNT TO REINSTATE \$256,230.79." Shilo asserts that when it paid
24 the requisite amount, the entire loan that was due and owing (at least
25 insofar as it involves the litigation pending in this Court) was
26

1 reinstated by operation of law.

2 Shilo further argues that California law precludes waiver of certain
3 rights which cannot be lost or given up by the signing of a forbearance
4 agreement. The right to foreclose and the terms of the forbearance
5 agreement, together with amendments thereto, did not properly modify the
6 Deed of Trust provisions which are to be construed under California law.

7 Shilo further contends that with respect to the post default actions
8 of Shilo, CB&T did not give Shilo an opportunity to cure with respect to
9 the alleged non-monetary defaults thereby making prior notices of its
10 default ineffectual. Shilo also reasons that no borrower would have made
11 a payment in excess of \$1,400,000.00 if it did not intend to have its
12 loan reinstated, subject to the agreements it had previously entered into
13 with CB&T.
14

15 Finally, Shilo asks for equitable considerations under California
16 state law to "do right and justice," and grant Shilo a short stay pending
17 the proceedings in the Bankruptcy Court. Specifically, Shilo requests
18 a stay in this matter until after the Bankruptcy Court's newly scheduled
19 March 10, 2014 hearing on the final confirmation of the proposed Plan of
20 Reorganization.

21 **III. CB&T's Reply**

22 CB&T takes the position that Shilo's payment of more than \$1.4
23 million to CB&T did not actually reinstate the loans, it merely avoided
24 the appointment of a receiver as no judge or court involved in this
25 proceeding or related proceedings has ruled that such a reinstatement
26

1 alleged by Shilo ever occurred.

2 On May 11, 2012, the Honorable Marco A. Hernandez in the District
3 of Oregon (Cause numbers 3:12-CV-506-HZ; 3:12-CV-508-HZ; and 3:12-CV-
4 509-HZ) entered the following order:

5 The Court finds plaintiff is entitled to an order
6 appointing a receiver; however, plaintiff is ordered
7 to provide defendant with a payoff number within
8 seven days of today. Defendant to pay in full
9 within 14 days thereafter. If the amount is not
10 paid in full by the 21st day from today, the court
will sign an order appointing a receiver. If the
amount is paid in full, the issue is moot. The
court makes findings as stated on the record.
Cause No. 3:12-cv-506-HZ, Dkt. No. 38.

11
12 On October 1, 2012, Judge Hernandez rejected the arguments Shilo now
13 makes herein, in his Opinion & Order:

14 Shilo Inn also argues that because it has tendered
15 approximately \$1.65 million to Plaintiff to
16 "reinstate the loans pursuant to [CCP] Section 2924c
and this Court's May 11 Order", Plaintiff is
17 "estopped from declaring additional defaults based
upon the non-monetary provisions in the Forbearance
18 and Second Amendment." Id., p. 10. Specifically,
Shilo Inn asserts that Plaintiff's supplemental
19 allegations are barred by the doctrine of equitable
estoppel because Plaintiff "was aware that as soon
20 as Shilo Inn tendered the \$1.65 million that it was
the agreement and understanding of the parties that
the loans would be reinstated pursuant to section
21 2924c" and that Shilo Inn "relied in good faith on
[Plaintiff's] representations at the hearing and
22 this Court's May 11 Ruling [sic] when it tendered in
excess of \$1.65 million dollars to [Plaintiff]." Id., p. 11.

23
24 Shilo Inn's arguments again miss the mark. Stated
25 above, my May 11, 2012, order only addressed the
26 narrow issue of whether it would be proper to
appoint a receiver based on the facts presented
before me as of that date. I did not rule that Shilo

1 Inn's payment to Plaintiff would reinstate
2 Defendants' loans or otherwise cure all of
3 Defendants' past and future monetary and
non-monetary defaults.
ECF No. 97-2 at 7[footnote 3 omitted].

4
5 Roughly two years later, on December 18, 2014, the Honorable Judge
6 Vincent P. Zurzolow in the Bankruptcy Court in California recognized that
7 Shilo ran out of time curing the continuing defaults, and lifted the stay
8 to allow CB&T the remedy of foreclosure:

9 As is clear from the record, there was a motion for
10 relief from that automatic stay brought by the
11 respondent herein. I granted that relief from stay
12 setting a time deadline by which a plan would need
to be confirmed and also imposing payment of
adequate protection payments so that the stay would
remain in effect.

13 And it was a generous amount of time. And payments
14 were made. Substantial payments have been made,
that's not in dispute.

15 But time ran out. And these debtors in possession
16 have tried multiple times. I believe we're now on
17 at least the fourth iteration of a disclosure
statement to get a disclosure statement approved,
18 let alone a plan confirmed.

19 So that was all contemplated in the initial relief
from stay motion, and that was why I structured the
20 relief from stay order as I did.

21 So there are really two procedural ways to view this
22 request. Again, I note that it's to reimpose the
automatic stay.
ECF No. 135-1 at 7.

23 Judge Zurzolow in his later comments the same day specifically noted
24 that, "to the extent that there is some independent grounds at Section
25 362 to impose the stay, I find that cause has not been established for
26

1 such relief either." ECF No. 135-1 at 9.

2 CB&T concludes that the entire purpose of lifting the stay in the
3 Bankruptcy Court was to recognize Shilo's failure to make the payments
4 and cure the defaults, which were numerous and significant throughout the
5 time period that the forbearance agreement was in effect.

6 **IV. Judicial Foreclosure is Appropriate**

7 For the reasons set forth in the briefing filed by CB&T, the
8 California Code Provisions referenced by Shilo neither apply nor require
9 the additional notice or preclusion of waiver of reinstatement of rights.
10 This Court finds the arguments of Shilo to be without merit and
11 insufficient to raise a question of fact or law which requires trial. The
12 subject loan fully matured on December 31, 2013 and it remains unpaid.
13 Nothing raised in Shilo's counterclaims is a "defense" to the fact that
14 amounts are due and owing. For the reasons noted above, the Court also
15 finds Shilo's belated contention lacking merit regarding its partial
16 payment of the June 2012 "reinstatement" amount constituting a complete
17 cure of all loan defaults.
18

19 Accordingly, judgment of foreclosure is hereby granted in favor of
20 CB&T. Likewise, Shilo's counterclaims are unsupported with factual
21 evidence, are without merit, and are hereby dismissed with prejudice.
22 Finally, Shilo's request for a short stay is respectfully denied.
23

24 **IT IS ORDERED:**

25 1. Plaintiff's Motion FOR Partial Summary Judgment for Judicial
26 Foreclosure, **ECF No. 46**, is **GRANTED** in its entirety.

1 2. CB&T is entitled to foreclose its liens against the real and
2 personal property, including rents and leasehold interests (the
3 "Property") more specifically described in the attached Exhibit A.

4 3. CB&T is entitled to the issuance of writs of execution directing
5 the U.S. Marshal to levy on and sell the Property.

6 4. To the extent that the U.S. Marshal collects money from the
7 sale(s) of the Property and deposits those funds into the registry of the
8 Court, those funds shall be allocated to the payment of the total
9 Judgment in the action.

10 5. All right, title, claim, or interest of the or any of them, and
11 all of the persons claiming by, through, or under them, or any of them,
12 subsequent to the execution of the Deed of Trust for the above-described
13 Property, or any part thereof, are declared inferior and subordinate to
14 CB&T's leasehold deed of trust lien and be forever foreclosed except only
15 for the statutory right of redemption allowed by law.

16 6. Defendants Shilo Inn, Moses Lake, Inc. and Kholi Investment,
17 Inc. d/b/a Sunval Express, claiming right, title, estate, lien, or
18 interest in and to the Property, or any part thereof, and any and all
19 persons claiming any right, title, estate, lien, or interest in and to
20 the Property, or any part thereof, subsequent to the date of CB&T's Deed
21 of Trust are forever foreclosed of any such right, title, estate, lien,
22 or other interest as against CB&T in this action.

23 7. CB&T is entitled to become a credit bidder and purchaser at any
24 sale(s) by the U.S. Marshal or other authorized official.
25
26

1 8. Any purchaser at the sale(s) is entitled to exclusive possession
2 of the Property from and after the date of sale(s) and is entitled to
3 such remedies as are available at law to secure possession.

4 9. CB&T is entitled to its reasonable attorneys' fees and expenses,
5 in an amount to be proven at a later date.

6 10. CB&T is entitled to a deficiency judgment against Shilo Inn,
7 Moses Lake, Inc. in an amount to be established after completion of the
8 foreclosure sale(s).

9 11. CB&T's Motion for Summary Judgment on Counterclaims, **ECF No.**
10 **98**, filed November 14, 2014, is **GRANTED** insofar as Defendant Shilo filed
11 no opposition and based on the resultant judicial foreclosure, said
12 motion is otherwise moot.

13 12. Defendant Shilo's Motion For Leave to File Supplemental Brief
14 in Support of Opposition to Plaintiff's Summary Judgment Motions, **ECF No.**
15 **132**, is **GRANTED**.

16 13. Defendant Shilo's Motion to Extend Expert Report Deadline, **ECF**
17 **No. 108**, is **DENIED as MOOT**.

18 The District Court Executive is directed forthwith to enter this
19 Order, and judgment consistent with this order of judicial foreclosure.

20 **DATED** this 22nd day of January, 2015.

21 ***s/Lonny R. Suko***

22
23
24 LONNY R. SUKO
25 SR. UNITED STATES DISTRICT JUDGE
26